

★ APPLICATION & AGREEMENT FOR EXHIBIT SPACE ★

OFFICE USE ONLY

LEAD

CONFIRMED BOOTH NO.

6th Annual Tennessee Educational Leadership Conference (LEAD)

October 8 - 10, 2007 • Nashville Convention Center • Nashville, TN

★ Exhibitor information as it should appear in the Exhibitor Catalog:

COMPANY:

CONFERENCE EXHIBITOR:

ADDRESS:

CITY /STATE/ZIP:

PHONE:

FAX:

EMAIL:

URL:

★ Exhibit contact information (if different from above):

COMPANY:

CONTACT NAME:

ADDRESS:

CITY /STATE/ZIP:

PHONE:

FAX:

EMAIL:

URL:

★ Brief description of products you plan to exhibit (25 words or less; attach separate sheet if needed):

BOOTH RENTAL FEES AND PAYMENT TERMS: You may hold a booth location with a deposit of \$400 per booth. The deposit or payment in full is due with return of this Agreement. All balances are due no later than **September 15, 2007**; afterwards, all unpaid booth space(s) will be released for resale. There will be no exceptions to this deadline. Agreements submitted after **October 1, 2007** must be accompanied by payment in full. Booths are not considered reserved until we have received your signed Agreement and returned a copy to you signed by the Exhibit Coordinator. We can accept payment by Personal Check, Business Check, or Money Order; we regret that we cannot accept payment by Credit Card. For questions, contact Timothy Winkler at (615) 532-2491 or at Timothy.D.Winkler@state.tn.us.

★ Booth Preference:

1st Choice:

2nd Choice:

3rd Choice:

4th Choice:

_____ booths @ \$500 (in-line booth) = \$ _____

_____ booths @ \$550 (corner booth) = \$ _____

Total Balance Due = \$ _____

★ Mail Payment / Deposit and Agreement to:

Timothy Winkler
LEAD Exhibit Coordinator
TN Department of Education
Andrew Johnson Tower, 5th Floor
710 James Robertson Parkway
Nashville, TN 37243-0376

☐ Enclosed is Payment in Full amount = \$ _____

☐ Enclosed is Deposit amount = \$ _____

Balance Due After Deposit = \$ _____

If possible, please try to locate our booth **NEAR**:

If possible, please try to locate our booth **AWAY FROM**:

EXHIBIT AGREEMENT: We understand that this application becomes an agreement when signed by us and accepted by the Exhibit Coordinator. **This Agreement will not be accepted without a signature. A copy will be returned confirming your assigned space.**

X

Signature & Title of Exhibitor's Authorized Representative

Date

X

Accepted by Exhibit Coordinator

Date

EXHIBITOR RULES AND REGULATIONS

APPLICATION FOR SPACE: This application for exhibit space, the formal notice of space assignment by Management and these Rules & Regulations constitute an application for the right to exhibit at the Tennessee Educational Leadership Conference. EXHIBITOR also agrees to comply with the regulations of the Nashville Convention Center.

EXHIBIT LIMITATIONS: Exhibits may not project beyond the space allotted and aisles must be kept clear for traffic. Exhibits shall not obstruct the view or interfere with traffic to exhibits of others, and must be constructed in compliance with Display Rules & Regulations as developed, including Endcap Restrictions, accepted and endorsed by IAEM, EDPA, ESCA, and IEA (copy provided with EXHIBITOR manual and available again upon request).

SOUND: Exposition management (TN DOE) reserves the right to determine at what point sound constitutes interference with others and must be discontinued or modified. Any method to project sound beyond the confines of the exhibit booth is expressly prohibited.

OFFICIAL DECORATOR: The Official Decorator, Drayage Contractor and Labor Contractor for this event shall have the exclusive right to supply all equipment, furniture, carpeting and decorating materials, drayage and non-technical man-power, on a rental basis to individual EXHIBITORS.

BOOTH ASSIGNMENT: EXHIBITOR shall not reassign, sublease or share assigned exhibit space with any person, firm or other entity without notification to and approval of the Exhibit Manager. Exhibit Manager reserves the right to alter the location of exhibits as shown on the official floor plan, if it deems advisable and in the best interest of the exhibit. Firms and representatives of firms not assigned exhibit space are prohibited from soliciting business in any form in the exhibition area. Violators of this prohibition will be promptly ejected from the exhibition area.

RIGHT OF REFUSAL AND/OR CANCELLATION: TN DOE, Exhibit Manager, reserves the right to cancel this agreement whenever it discovers that EXHIBITOR'S product is not as described in this agreement or is incompatible, in the opinion of Exhibit Manager, with the purposes of the LEAD exhibit. Application for space may also be canceled if the EXHIBITOR'S demeanor is deemed by Exhibit Management as inappropriate or disruptive.

INSURANCE AND HOLD HARMLESS AGREEMENTS: General comprehensive, liability and workers compensation insurance must be obtained by EXHIBITORS at their own expense, showing TN DOE and LEAD as additional insureds. Proof of insurance must be submitted to TN DOE upon request.

The EXHIBITOR will indemnify, defend, and hold harmless TN DOE, LEAD and its sponsors, the City, the Facility's owner and management, and their respective owners, directors, officers, employees, agents and representatives, against all claims, actions, demands or liability of whatsoever kind and nature, including but not limited to judgments, interest, reasonable attorneys' fees, expert witness fees, and all other related costs and charges arising out of EXHIBITOR'S activities related to the exhibition or any breach of the EXHIBITOR Rules and Regulations, claims of property or personal injury caused by or attributed in part or in whole to any action or failure to act whether by negligence or otherwise, on the part of the EXHIBITOR or any of its directors, officers, employees, agents, representatives or contractors, excluding liability caused by the sole negligence or willful misconduct of TN DOE and LEAD, its sponsors and their respective owners, directors, officers, employees, representatives and agents.

LIMITATION OF LIABILITY: EXHIBITOR ASSUMES THE ENTIRE RESPONSIBILITY AND LIABILITY FOR ALL DAMAGES OR LOSSES TO TN DOE AND LEAD, THE FACILITY, PERSONS OR PROPERTY THAT OCCUR AS A RESULT OF THE NEGLIGENCE OR ANY ACTIONS OF EXHIBITOR OR ITS OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, INVITEES AND GUESTS DURING THE ENTIRE EXHIBITION PERIOD.

EXHIBITOR agrees that to the maximum extent permitted by law, TN DOE, LEAD, the city, the facility and any of their respective officers, agents, employees or representatives will not be held liable for any loss or damage to any exhibits, or materials, goods or wares (collectively "property") belonging to the exhibitor, and they are released from liability for any damage, loss or injury to person or property of the exhibitor or its officers, employees, agents, representatives, invitees and guests, resulting from fire, storms, water, acts of god, air conditioning or heating failure, theft, mysterious disappearance, bomb threats or any other causes.

ATTORNEY FEES AND COSTS: Should any litigation arise out of this agreement, EXHIBITOR shall pay all costs and reasonable attorney's fees incurred by TN DOE, Exhibit Manager, and/or the sponsoring organization, if TDOE and/or the co-sponsoring associations are the prevailing parties. This provision shall extend to the costs and attorneys' fees incurred at both the trial and appellate level.

TAXES AND LICENSES: EXHIBITOR shall be responsible for obtaining any licenses, permits or approvals required under local or state law applicable to their activity at the LEAD Exhibit. EXHIBITOR shall be responsible for obtaining tax identification numbers & paying all taxes, license fees or other charges that shall be due to any governmental authority in connection with their activity at the Exposition.

FIRE, SAFETY AND HEALTH: EXHIBITOR agrees to accept full responsibility for compliance with city, county, state and federal Fire, Safety and Health Ordinances regarding the installation and operation of equipment. All exhibit materials and equipment must be reasonably located within the booth and protected by safety guards and devices where necessary to prevent personal accidents to spectators. EXHIBITOR hereby represents and warrants to TN DOE and LEAD, that EXHIBITOR has taken all steps reasonably necessary in its judgment to ensure the sound engineering and structural integrity of its exhibit design and the proper construction and safety of the exhibit itself, as erected.

DEFAULT BY EXHIBITOR: EXHIBITOR shall be in default if it fails to pay at pre-identified dates the required sums under this agreement or breaches any of the provisions of this agreement.

UNOCCUPIED SPACE: Exhibit Management reserves the right, should any rented space remain unoccupied 2 hours prior to the published set-up day/hours, or should any space be forfeited due to failure to make payment in full, to sell paid or unpaid space to another EXHIBITOR or use space for such purpose as it may see fit without liability on its part. This clause shall not be construed as affecting the obligation of the EXHIBITOR to pay the full amount specified in the space rental agreement. Failure to make payment of the full amount specified in the Application for Exhibit Space by the cut-off date constitutes cancellation by the EXHIBITOR.

EARLY TEAR-DOWN OR DISMANTLING: Early tear-down or dismantling of booths by EXHIBITORS is strictly prohibited. Early Tear-Down or dismantling disrupts the integrity of the show, and endangers attendees still in the exhibit hall. By signing this agreement EXHIBITORS agree to remain on the exhibit hall floor with their booths fully in place until the official close of the exhibit, as published in their EXHIBITOR manual. Any EXHIBITORS dismantling their booths prior to the scheduled time will be **penalized a \$250 fine**. This fine must be paid before the EXHIBITOR may apply to exhibit at future shows.

CANCELLATIONS AND REFUNDS: In the event of cancellation by the EXHIBITOR, the following schedule of refunds will be followed: **●50%** refund of the total amount paid if written cancellation is received by **September 1, 2007 and space is resold prior to show dates. ●No refunds will be given after September 1, 2007. ●**If canceled at the discretion of the Exhibit Manager, the amount of refund (if any) will be determined by the Exhibit Manager at the time of cancellation. **There will be no refunds for "No-Shows".**

EXCUSED NON PERFORMANCE/FORCE MAJEURE: If for any reason beyond the reasonable control of TN DOE or LEAD, including but not limited to acts of God, war, strikes, labor disputes, accidents, government requisitions, governmental restrictions or regulations on travel (including travel advisory warnings), facility availability, commodities or supplies, inability to secure sufficient labor, civil disturbance, terrorism or threats of terrorism as substantiated by governmental warnings or advisory notices, curtailment of transportation, disaster, fire, earthquakes, hurricanes, extreme inclement weather, epidemic, shortages or disruption of the electrical power supply causing blackouts or rolling blackouts (in the city where the facility is located), or any other comparable conditions, TN DOE or LEAD is unable to fulfill its obligations under this Agreement, the Parties may terminate this Agreement without liability, and TN DOE or LEAD may retain the earned portion of the Exhibit Fee required to recompense it for expenses incurred up to the time of terminating the event. Any remaining unearned Exhibit Fee will be returned to the EXHIBITOR.

Additionally, if any part of the Facility is damaged or if circumstances beyond TN DOE or LEAD's reasonable control make it impossible or impractical for TN DOE or LEAD to permit EXHIBITOR to occupy or continue to occupy the assigned Exhibit space location during any part of or the entire exhibition, EXHIBITOR will only be charged a pro rata Exhibit Space Rental Fee for the period that the Exhibit space was or could have been occupied by EXHIBITOR. Furthermore, in no event will TN DOE or LEAD, the City, the Facility, or their respective owners, directors, officers, employees, agents and representatives be liable for any consequential, indirect, special or incidental damages of any nature or for any reason whatsoever.

AUTHORITY TO SIGN: EXHIBITOR agrees that they have the requisite authority to enter into this Agreement and bind the company or party for whom they sign, and to abide and be bound by all of the terms, conditions, Rules and Regulations stated under this Agreement, exhibitors' manual, any schedules, or amendments to the same, all of which are integral to and incorporated by reference into this Agreement. All points not covered are subject to the decision of the Exhibit Manager. Further, EXHIBITOR agrees that TN DOE will have full power in a matter of interpretation, amendment and enforcement of all EXHIBITOR Rules & Regulations. In all instances, TN DOE's rulings will be final. All rights and privileges granted to EXHIBITOR under this Agreement and any subsequent amendments are subject to and subordinate to the master lease between TN DOE, LEAD and the Facility.